



## *Report to the Auburn City Council*

Action Item  
*22*  
Agenda Item No.

City Manager Approval

**To:** Mayor and City Council Members  
**From:** John Ruffcorn, Chief of Police  
**Date:** June 11, 2012  
**Subject:** Animal Control Services Contract

### *The Issue*

Shall the City Council approve a three-year agreement between the City of Auburn and the City of Rocklin, or sign a new contract with Placer County Department of Health & Human Services for continued services relating to care of sheltered animals within the City of Auburn?

### *Conclusion and Recommendation*

Based on our research, staff is recommending that the City Council approves and authorizes the City Manager or his designee to execute an agreement for animal shelter services with the City of Rocklin based on the following terms:

- A. The City of Auburn will utilize the City of Rocklin Animal Shelter located at Rocklin Ranch Veterinary Clinic under contract with Dr. Basra under the same terms and conditions as Rocklin's agreement for services.
- B. The term of the agreement shall run concurrently with the City of Rocklin's agreement with Dr. Basra.
- C. Auburn shall pay approximately 25% of the \$131,556.00 annual shelter fee.
- D. All Auburn animal control services and fees, as those fees are set by the City Council, shall be paid in full to Auburn either directly by Dr. Basra or by the City of Rocklin, whichever is the most efficient manner for the parties to administer.
- E. The City of Rocklin will not be paid any additional administration fees other than the fees charged by Dr. Basra.
- F. Auburn and Rocklin will include cross indemnifications to protect each city from claims regarding the actions or inactions of the other city.

### **History / Background**

California State law 121690 (E) Health and Safety Code requires all municipalities to provide animal care and control within their jurisdiction. The City of Auburn has historically contracted animal sheltering services with the County of Placer.

The goal of our animal care and control services is as follows:

#### **Animal Intake and Reunification**

- Humane sheltering according to state law for all domestic species (and some non-domestic pets)
- Processing redemptions of impounded animals (licensing, verification of ownership and rabies shot information and collecting of impound, board and license fees), including angry owners, owners released from jail (pet held in shelter), etc.
- Providing humane traps for trapping feral cats or owned nuisance cats trespassing on private property
- Potentially dangerous or vicious animal management (including holds for court disposition)
- Feral cat handling/management/disposition

#### **Lost and Found**

- Lost and found pet services and referrals
- Assisting public visiting shelter in search of a lost pet

#### **Adoptions**

- Health/veterinary assessments, including testing) and needed treatments and vaccinations
- Behavioral/temperament assessments; training/modification if leads to placement
- Finding foster homes for animals in need of special care
- Assisting public with viewing and adoption of animals and providing information regarding animals on display for adoption
- Adoption counseling
- Adoptions (screening adopter applications, collecting adoption and license fees and providing information on responsible pet ownership) through a carefully administered program
- Micro chipping, rabies vaccine, and spay/neuter before adoption
- Adoption outreach throughout the community
- Working with local animal rescue organizations and animal protection organizations to help place animals in new homes
- Referring people to other sources of animals for adoption within the community
- Maximizing “live release rate” (proportion of animals entering that leave the shelter alive via reunification, adoption, etc. – currently 72-75%, comparable to SPCA and other non-profits)

**Euthanasia and Dead Animal Disposal**

- Euthanasia of animals that are not adoptable or are being requested by their owners because of old age, aggressive temperament and/or poor health or injury
- Storage and disposal of dead animals brought to the shelter, picked up in the field or euthanized at the shelter

**Public Health and Rabies Control**

- Quarantine of biting animals
- Rabies control and disposal of wildlife suspected of rabies
- Dead animal pickup and disposal (currently handled by Recology)
- Preparation of dead animals to be sent to the public health laboratory for rabies testing
- Coordinating yearly rabies clinics in cooperation with local veterinary hospitals

**Community Education and Outreach**

- Providing information and literature on a variety of issues such as responsible pet ownership, dates and location of rabies clinics, location of alternative animal placement organizations, etc.
- Providing low cost spay and neuter vouchers when funds are made available through donations
- Participating in community events to promote program and adoptions

Placer County Health and Human Services has been an excellent partner in our animal control efforts; however, the fee for service with Placer County has varied considerably over time with increases occurring over the past two years from \$39,089 (2010/2011) to \$44,958 (2011/2012), and the proposed contract rate for 2012/2013 is \$47,345. The formula for these fees is derived from City populations as well as a per-animal basis, and is averaged over a three-year period. The raise in annual fees from FY10/11 to FY12/13 represents an 18% increase in fees paid by the City of Auburn for this service.

Total for Auburn over Last 3 Years = 514

AVG for Period = 171.3 Animals Per year

<b>Intake Category</b>	<b>Number of Animals</b>	<b>Percent of Animals Brought In</b>
Strays	364	71%
Owner Surrenders	99	19%
Impounds by ACOs	13	2.5%
Disposal of Dead	25	5%
Euthanasia Requests	0	0.0%
Misc	13	2.5%
Total	514	100%

On June 30, 2012, the current contract with Placer County will expire.

As a result of the Animal Sheltering contract with Placer County being set to expire on June 30, 2012, the City of Auburn has an opportunity to reevaluate and restructure the manner in which we contract for Animal Sheltering Services.

The Police Department has worked with the Rocklin Police Department, who also currently contracts with Placer County for Animal Control Services. Dr. Bikram Basra, DVM, of Rocklin, expressed interest and has the current capacity to provide the level of service needed for the City of Auburn and the City of Rocklin. Discussions with Dr. Basra resulted in the attached contract for consideration by City Council.

An Animal Sheltering Contract with Dr. Bikram Basra would realize the following benefits:

- Fixed sheltering costs (current County costs are variable and increase annually)
- A reduction in fees community members currently have to pay to retrieve lost/found animals (Saving potentially \$2000 at a minimum annually, for our citizens that retrieve their found animals (figure based on Placer county penalty for impound)).

As explained in the attached contract, Dr. Bikram Basra has proposed charging a fixed rate of \$131,556 annually for the City of Auburn and the City of Rocklin, regardless of the number of animals sheltered.

Because Dr. Bikram Basra is offering a “fixed” contract rate for sheltering of animals as opposed to a variable rate, both cities can reduce annual sheltering costs. By subcontracting animal sheltering services from Rocklin, they will charge \$32,889 annually, thereby saving Auburn an estimated 30% of our current annual costs compared to the current contract offered to us by Placer County.

By concluding our contract with Placer County and moving to a new contract with a private veterinarian (Dr. Bikram Basra), we have an opportunity to add fees to our Municipal Code, as many of these fees have previously been collected by Placer County under contract, or we can choose to have Dr. Basra return collected animals to our residents without collecting any fees.

These fee changes to the Auburn Municipal Code Fee Schedule would not be an increase, but possibly a decrease, by allowing the City to collect those fees currently collected by Placer County. At the Councils guidance, a fee proposal could be presented at an upcoming meeting to discuss potential changes.

It should also be noted that a fee schedule would be presented to Dr. Basra’s office and they would collect the fees on our behalf and reimburse the city, a process that is currently not in our Municipal Code.

**256**

Staff has contacted the Placer Society for the Prevention of Cruelty to Animals (SPCA) and spoken with their Director, Leilani Fratis. Ms. Fratis stated that they would not be in a position

to contract with us long-term, but the potential might exist for a temporary arrangement if we needed assistance.

Staff also contacted North Fork Veterinary Clinic and they stated that they would be interested in a potential short-term contract if we needed assistance and potentially a long-term contract in the future.

### **Alternative**

Renew a contract with Placer County for Animal Sheltering Services, thereby continuing the same level of service and variable costs based upon a three-year average formula (Proposed Contract for 2012/2013= \$47,345).

### **Fiscal Impact**

No negative fiscal impact. Substantial savings in annual sheltering costs

#### Motion #1

Recommended Contract with the City of Rocklin (Dr. Basra): \$32,889 (FY12/13)

#### Motion #2

Needed Muni Code amendments if Motion 1 is approved: No Fiscal Impact

#### Motion #3

Fee Schedule Additions if directed by Council: Est. \$2,000 revenue (conservative estimate)

Fiscal Impact #1: \$32,889 annual Animal Sheltering cost

Fiscal Impact #3: \$2,000 potential revenue

Potential Total Fiscal Impact: \$30,889

1 RESOLUTION NO. 12-  
2 RESOLUTION SUPPORTING AN AGREEMENT FOR ANIMAL SHELTER SERVICES  
3 WITH THE CITY OF ROCKLIN  
4 -----

5 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

6 That the City Council of the City of Auburn does hereby authorize the City  
7 Manager or his designee to enter into an agreement for animal shelter services  
8 with the City of Rocklin based on the following terms:

- 9 A. The City of Auburn will utilize the City of Rocklin Animal Shelter  
10 located at Rocklin Ranch Veterinary Clinic under contract with Dr. Basra  
11 under the same terms and conditions as Rocklin's agreement for  
services.
- 12 B. The term of the agreement shall run concurrently with the City of  
13 Rocklin's agreement with Dr. Basra.
- 14 C. Auburn shall pay approximately 25% of the \$131,556.00 annual  
15 shelter fee.
- 16 D. All Auburn animal control services and fees, as those fees are set  
17 by the City Council, shall be paid in full to Auburn either directly by Dr.  
18 Basra or by the City of Rocklin, whichever is the most efficient manner  
for the parties to administer.
- 19 E. The City of Rocklin will not receive any additional administration  
20 fees other than the fees charged by Dr. Basra.
- 21 F. Auburn and Rocklin will include cross indemnifications to protect  
22 each city from claims regarding the actions or inactions of the other city.

23 DATED: June 11, 2012

24  
25 \_\_\_\_\_  
Kevin Hanley, Mayor

26 ATTEST:

27 \_\_\_\_\_  
28 Joseph G. R. Labrie, City Clerk

1 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify  
2 that the foregoing resolution was duly passed at a regular meeting of the City  
3 Council of the City of Auburn held on the 11th day of June 2012 by the  
4 following vote on roll call:

4 Ayes:

5 Noes:

6 Absent:

7 \_\_\_\_\_  
8 Joseph G. R. Labrie, City Clerk  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28